

Queries and replies:

	Queries	Replies
	<p>The vision for the new CAA and on page 63, para 2 it is stated that the autonomous CAA to be created will retain all the existing functions namely Regulatory, ANS service provision and aviation security. Is separation of Regulatory functions from the ANS service provision, aviation security, search and rescue operations and air traffic investigation considered and if so, to what extent</p>	<p>There shall be clear separation of responsibilities between the Regulator and the Air Navigation Service Provider.</p> <p>The Regulatory unit if the Authority will be responsible for oversight of the Aviation Security, Search and Rescue and Air Traffic Incidents will be investigated by the Authority Air Traffic Standards Office.</p>
	<p>Do the 5 key tasks mentioned in the ToR refer to all or some of the following: Regulatory functions, ANS service provision, aviation security (issuing of AvSec Identification cards for the airport), search and rescue operations and air traffic investigation?</p>	<p>Yes the 5 named tasks apply refer to all the functions of the Regulatory functions.</p> <p>The Avsec Identification Card and patrol of DCA Navigations Stations will be undertaken by the Permit Office a separate unit as service provider of the CAA, while Oversight will be undertaken by the Regulatory unit "CASU"</p>
	<p>Security – What security functions are to be covered by the project? Compliance, regulation, security management systems, training, vetting, issuing of airport passes? Does the Airport Company provide security at the international airport? The DCA/CAA is the aviation security authority for purposes of Annex 17 but it is not clear who is the security provider. What security functions are</p>	<p>The Aviation Security functions as per ICAO Annex 17 is a three tiers system whereby the CAA is the implementing agency and Avsec Identification, the Police responsible for control to primary access and the Airport Operator responsible for controlling access in the security restricted area.</p> <p>The CAA responsible for the implementation of the regulations, issue of Avsec Cards, approval of training and responsible for the background check.</p>

	parts of the project?	
	Accident investigation - Will the accident investigation unit remain under the jurisdiction of the new CAA? Will the CAA have just certain coordination functions (eg. to notify ICAO, to arrange for an investigation)? Would the actual investigation be by an independent entity which might even issue a final report? The provisions of Annex 13, standard 3.2 should be respected. Are there any regional arrangements with other countries in this respect?	The Accident investigation unit will remain under the jurisdiction of the CAA. There is also a regional accident organisation under the SASO set up by SADC, but Mauritius is not yet a member of the organisation.
	Who will be responsible for the sign off/approval of the project deliverables? What is the approval process?	<p>A representative of the client will be responsible similar to all other contracts.</p> <p>The reports submitted after each task will be approved after necessary review has been undertaken.</p>
	Is the Client able to share the a copy of the current Civil Aviation Act, copies of the current Regulations in force	The Current Civil Aviation Act and associated Regulations are available on our website “civil-aviation.govmu.org”
	In point 8.2.1 there is a mention “any draft Act”. If there is a draft Act in existence and if so, would it be possible to get a copy of it?	The draft Act will be made available to the successful Consultant after the award of the contract.
	Is there an ambition to move from a traditional compliance-based regulator to a more performance, risk-based regulator? This is mindful that ICAO will mandate from 2020 USOAP audits to cover State Safety	<p>We are already moving towards a more performance and risk based regulator.</p> <p>We are also agreeable to the proposal for an ICAO SSP gap Analysis and a development of an SSP implementation.</p>

	Programmes and SMS. It would be good if the autonomous CAA have an ICAO SSP Gap Analysis at this time from which an SSP Implementation Plan can be developed. Is this something the DCA would have the ambition to do?		
	Considering the large extent of the project scope, it would be advisable and practical to leave out most of the implementation other than task 5 where some training in the recommendations is required and also some support to the DCA/CAA; this would need to be light touch due the limited man-months. Can the DCA confirm that the project will not include any implementation other than a light-touch approach in Task 5?	The question is not very clear, However we would like to clarify that the Consultant should assist the newly formed Authority to implement all the measures including training mentioned in the final report that has been approved by the client. The Consultant may indicate the timeframe for the implementation of all the measures,	
Reference	Existing Clause	Clarification/ Amendment Requested	Reply
Data Sheet		The Request for Proposal does not identify the number /nature of experts required to undertake the assignment. We request the Authority to kindly confirm if the consultants are free to propose a team of experts they deem fit to undertake the scope of work or will	As per section 5 Terms of Reference Part 10, the consultant may propose their teams based on our requirements which will then be evaluated as per criteria mentioned in Section 5.2

		the Authority specifically identify and provide the list of experts – with their qualification / experience requirement.	
		While the deliverables have clearly been outlined in the RFP, the timelines for the deliverables have not been outlined. We request Authority to kindly list out the expected timelines for the submission of deliverables	The timelines are indicated in Section 5 of the Terms of Reference Part 9
		Clause on Eligibility mentions that in accordance with CIDB (Registration of Consultant and Contractors) Regulation 2014, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly. Further the clause also states that foreign consultants as defined in the CIDB Act will have to apply for and obtain a	This is not is not applicable- Refer to Instruction To Consultants data sheet

		<p>Provisional Registration prior to submitting proposals for this project. If the contract is awarded to a foreign consultant the latter shall have to apply for and obtain a Temporary Registration before starting the project – we request that such registrations be only required for the consultant who wins the project and not for all interested consultants. We accordingly, request Authority to delete this clause. In case the Authority is not amenable to delete this requirement, we request Authority to kindly extend the timelines by a month for the interested consultants to get appropriately registered.</p>	
Conflicting relationships	<p>A Consultant (including its Personnel and Sub- Consultants) that has a business or family with a member of the Client’s staff who is directly or indirectly involved in any part of</p> <p>(i) the preparation of the Terms of Reference of the assignment,</p>	<p>We request that this clause be made applicable to the team members being proposed as part of the project. As, given the size and scale of operations of the prospective bidders, it</p>	<p>This cannot be amended as it is a requirement of the Public Procurement Act in Mauritius</p>

	<p>(ii) the selection process for such assignment, or</p> <p>(iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract</p>	<p>may be difficult to confirm / adhere to the clause at a firm level.</p>	
Confidentiality	<p>Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public there commendations formulated in the course of, or as a result of, the Services</p>	<p>We suggest Authority to kindly modify the clause to as follows: Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year</p>	<p>At this stage of the bidding process only clarification will be provided. If you wish to make any suggestion you may do so while submitting your bid.</p>

Documents Prepared by the Consultant to be the Property of the Client	(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.	We request the Authority to confirm that the existing-IPR of the Consultant will remain their property	We confirm that the existing IPR of the consultant will remain their property
Insurance	employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and	We would like to highlight that workmen's compensation policy does not apply to our firm. We, as a firm have taken a Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family. Accordingly, we request Authority to remove this requirement	We maintain that our requirement will not be removed. However, you should show evidence that your Group Personal Accident Policy Insurance meets our requirement.
Terms of reference	The objective of the assignment is to undertake a study and make appropriate recommendation to the	We understand that the objective of the Authority is to setup autonomous	We confirm your understanding.

	Mauritius Department of Civil Aviation (DCA) for the creation of an autonomous Civil Aviation Authority (CAA) with clear lines of separation between the regulatory oversight and the service provisions functions	Civil Aviation Authority (CAA). We request you to confirm that the scope of work of the Consultant would only include providing recommendations / inputs on the autonomous entity and any other entity such as airport operations authority / national airlines will not be covered (except for stakeholder consultation)	
TOR	The Consultant shall conduct a detailed review and analysis of the legal framework, organization structure, and functions of the DCA	We request the Authority to confirm that whether the consultant would be required to have a legal consultant / firm as part of the overall consulting team to review and analyze the legal framework or the Authority will provide legal team members.	As specified in Section 5 of the Terms of Reference part 10
		We request the Authority to provide details on the number of staff unions under DCA with whom stakeholder consultation will be undertaken. Further, we request the Authority to list out all	There will be approximately three staff unions Other stake holders will include the parent Ministry.

		possible stakeholders (over and above the ones mentioned in the Terms of Reference), with whom the consultants would be expected to undertake stakeholder consultations for this assignment.	
TOR	Generate a business plan, for the operating and capital budget based on the existing schemes of charge with any required adjustment as per the recommendations of the previous bullet	<p>We request the Authority to please detail out the expected coverage of the business plan:</p> <p>a) Does the Authority expect the business plan to cover a detailed organization structure for the new CAA to be formed? Further would the scope including detailing out the roles and responsibilities of various employees (at different levels) and the number of employees required at each level?</p> <p>b) Does the Authority expect the business plan to cover the investments to be made by the CAA – for delivering its role; administrative etc</p>	<p>Yes</p> <p>Yes</p>
TOR		We request the Authority to kindly confirm that will	Video Conferencing may be allowed but we prefer face to face consultation

		it allow to undertake some of the stakeholder consultations through video-conferencing / tele-conferencing mode	
Workshops / presentations		We request the Authority to confirm if there are certain minimum number of workshops / presentations expected by it. This will help the consultants to project their out of pocket expenses	At this pointing time it will be difficult to indicate a number as this depend on the initial assessment.
	<ul style="list-style-type: none"> • Forecasted level of staff and skills needed for the new CAA, taking into consideration new skills and expertise required to meet changes in technology as well as a training policy, and a 3-year training and development plan; • Proposed options and strategies for identifying and addressing training and development needs; and 	We understand that the scope of work includes preparation of a training and development plan and the deliverable to be submitted should include the same. We request the Authority to confirm that the scope of work does not include any handholding requirement for training the staff / on the job training to the staff.	In accordance with Tasks 5 of the TOR the consultant should provide training .
TOR	<ul style="list-style-type: none"> • A detailed list of all actions accompanied by a composite schedule for the implementation of each recommendation with timeframe; and • A project management plan for the implementation of the action plan and 	We understand that the scope of the consultant includes preparing a project management plan covering list of activities required to be undertaken	The consultant should assist in the implementation phase as detailed in Task 5 of the TOR.

	<p>schedule of activities required for the setting up of the CAA, within the pre-defined time frame;</p>	<p>to meet the end objectives. Further, currently the scope doesn't include preparation of any dashboards for monitoring the progress of the implementation. We request the Authority to confirm that the scope of the consultant includes only includes preparation of plan and that the scope would not cover providing any project management support /monitoring support in terms of implementing the recommendations. Also, request Authority to confirm that scope does not include preparation of dashboards / MIS templates.</p>	
Data sheet	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p>Points</p> <p>(i) Specific experience of the Consultants relevant</p>	<p>The current scoring mechanism is highly skewed towards "Adequacy of proposed methodology and work plan" with 50 marks assigned to this criteria. Typically, all international consulting opportunities consider the highest marks for the experience of the prospective bidder and the proposed experts – with approx. 70-80 marks</p>	<p>Your suggestion is not acceptable and we are retaining the exiting marking scheme</p>

	<p>to the assignment: [10]</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology [20]</p> <p>b) Work plan [10]</p> <p>c) Organization and staffing [20]</p> <p>Total points for criterion (ii): [0 -50]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Proposed Experts [30]</p> <p>Total points for criterion (iii): [0 -30]</p> <p>The number of points to be assigned to each</p>	<p>assigned to these categories. Further, in case of the experts, 10% of the marks are assigned to experience in the region and language. We understand that the kind of expertise being sought under this RFP is not available within Mauritius and hence prospective bidders would have to identify consultants / experts internationally who may have limited experience of working in Mauritius and also limited knowledge of the language. Accordingly, we request Authority to remove this requirement.</p> <p>Accordingly, we request the Authority to modify the marking scheme as follows:</p> <p>Points :</p> <p>(i) Specific experience of the Consultants relevant to the assignment: [20]</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and</p>	
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	<p>of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [30%]</p> <p>2) Adequacy for the assignment [60%]</p> <p>3) Experience in region and language [10%]</p> <p>Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program:</p> <p>a) On the job training [10]</p> <p>Total points for criterion (iv): [0 – 10]</p> <p>Total points for the four</p>	<p>methodology [10]</p> <p>b) Work plan [5]</p> <p>c) Organization and staffing [5]</p> <p>Total points for criterion (ii): [0 -20]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Proposed Experts [50]</p> <p>Total points for criterion (iii): [0 -30]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications [30%]</p> <p>2) Adequacy for the assignment [70%]</p> <p>Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program:</p> <p>a) On the job training [10]</p>	
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	<p>criteria: 100</p> <p>The minimum technical score St required to pass is: 70 Points</p>	Total points for criterion (iv): $[0 - 10]$	
	Further to Clause 3.3 (b) of the Data Sheet, please kindly advise if the Consultant can propose a higher or lower level of effort in line with the proposed methodology to achieve the project objectives.	Yes, the stated figure of 10 man months is only an estimate.	
	Please kindly confirm that financial offers should be submitted exclusive of all identifiable direct and indirect local taxes. This will allow the comparison of the cost proposals on equal grounds, given that different countries have different taxation agreements with the Government of Mauritius. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.	<p>The financial quote should be inclusive of all direct and indirect taxes, duties but excluding Value Added Tax (VAT). Please note that VAT also will have to be paid by the Consultants during contract period.</p> <p>Furthermore, Tax Deduction at Source (TDS) will be withheld and paid by the client on behalf of the Consultant.</p> <p>For further information, you are requested to contact the Mauritius Revenue Authority (MRA) on</p> <p>Tel: +230 2076000, Fax: +230 2118099</p>	

		Website: www.mra.mu
	Please kindly confirm the envisioned overall duration of the project.	We envisioned that the final report will be completed within six and an half months from the date of award of the contract..There after the implementation phase will start after the approval of the final report and time frame will depend on consultant report
	<p>According to Task 5. Implementation Phase, the Consultant will assist in the implementation of recommended actions for the setting up of the CAA within predefined timescales once these are defined until the autonomous body is fully established and operational.</p> <p>Please kindly clarify the estimated timeline in calendar and person months for the provision of the implementation support and if there are any deliverables to be presented upon completion of the implementation phase.</p>	This will depend on the assessment and the final report and action plan proposed. We expect the consultant to advise accordingly.
	According to the Data Sheet and the Terms of Reference, the Consultant will provide training to DCA staff during the Implementation Phase. Please kindly specify the expected parameters of the training, i.e. number of participants, which staff levels are to be trained (senior management, others), the format for the trainings (on-site vs. electronic and teleconference sessions), and the overall duration of training activities.	This will depend on the assessment by the consultant and the recommendations made final report and action plan proposed. We expect the consultant to advise accordingly.
	Please kindly confirm whether the costs associated with the training activities, namely venue, catering, transport of the participants, and reproduction of training materials, will be covered by the Client and	We confirm that the Venue, Transport and Catering will be provided by the client and all other cost will have to be

	should therefore not be included in the Consultant's financial offer.	borne by the consultant.
	Please kindly advise if the Client envisions any formal workshop events with government stakeholders prior to and during the implementation phase. If so, please advise whether the costs associated with the workshops, including venue and catering, should be included in the financial proposals of the bidders.	We expect that the consultant should advise whether such workshop are required. In case workshop are held , venue and catering will be provided by the client
	Clause 6.4 under the Special Conditions of Contract includes an indicative payment schedule. Please kindly advise if during Contract negotiations the Consultant can propose changes to the payment schedule. Please also advise on the payment plan for the Implementation Phase and the accompanying training activities.	Yes 15% payment will be effected after the implementation phase.
	Please kindly advise whether the restructuring recommendations and implementation activities would involve specific position reviews, grading, salary scales, and other employment terms and conditions.	Yes
	Please kindly advise if the scope of implementation support services entails matching DCA staff members to the new CAA organizational structure and managing the process of employee transfers, retention, new hires, and other associated activities.	We expect the consultant to advise on the matching , retention, new hires issues
	In light of the extensive technical scope of the project and the implications of the answers to our questions for the preparation of a	Has already been extended to 30 March

	<p>responsive bid, we would be very grateful for your consideration in extending the current deadline by one week, until March30, 2017. This will benefit the quality of all bidders' proposals and allow for sufficient time to incorporate the responses received from the Department of Civil Aviation and deliver the proposal in a timely manner.</p>	2017
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